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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Our Ref: 1038-1212 MIS:ja

In re patent application

Application No.: 10/030,313

Filing Date: N/A

Applicant: Sheena M. Loosmore et al.

Title: MULTI-COMPONENT VACCINE TO PROTECT AGAINST  
DISEASE CAUSED BY HAEMOPHILUS INFLUENZAE AND  
MOAZELLA CATARRHALIS

August 13, 2002

The Commissioner of Patents  
and Trademarks,  
Washington, D.C. 20231,  
U. S. A.

DECLARATION UNDER 37 CFR 1.47 (a)

I, Reza Yacoob, of 5353 Floral Hill Crescent, Mississauga, Ontario, L5V  
1V2, declare as follows:

1. I am a member of the Patents Department of Aventis Pasteur Limited (formerly Connaught Laboratories Limited) and have personal knowledge of the facts set forth herein.
2. This application was filed as a U.S. national phase filing of PCT/CA00/00811 which claimed priority from U.S. Application No. 09/353,617 filed July 15, 1999. Ken Sasaki had signed a Declaration and Power of Attorney in connection with U.S. Application No. 09/353,617.
3. On February 14, 2002, I arranged for a complete copy of the specification for this application, including drawings, to be mailed to Ken Sasaki at his last known address, namely, MDS Pharmaceuticals 6850 Goreway Drive, Mississauga, Ontario, L4V 1V7, Canada, along with a Declaration and Power of Attorney document, with a request that he execute and return the paper. The requested executed Declaration and Power of Attorney has not been returned.

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4. Ken Sasaki terminated employment with Aventis Pasteur Limited on November 19, 2001. The invention which is the subject of this application was made during the period of time that Ken Sasaki was employed by Aventis Pasteur Limited. The terms of his employment oblige Ken Sasaki, according to paragraph 2 of the Confidentiality Agreement dated November 2, 1992, attached herein as Exhibit I, to execute all papers in connection with any invention made during the course of his employment. As noted above, the Declaration and Power of Attorney in connection with the priority application was executed by Ken Sasaki, as well as an assignment to Connaught Laboratories Limited.

5. I further declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of this application or any patent issuing thereon.

Declared at Toronto, Ontario, this 16 day of August, 2002

  
\_\_\_\_\_  
Reza Yacoub

CONFIDENTIALITY AGREEMENT

TO: CONNAUGHT LABORATORIES LIMITED

IN CONSIDERATION OF the continued employment of the undersigned by Connaught Laboratories Limited ("Connaught") and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the undersigned), the undersigned hereby covenants and agrees with Connaught as follows:

1. The undersigned will not, either during the continuance of his employment by Connaught or any time thereafter, disclose or authorize anyone to disclose any confidential information or trade secrets concerning the business or businesses of Connaught to any person nor use or authorize to use the same for any purposes other than those of Connaught nor remove or authorize anyone to remove from Connaught's premises any books, manuals, records, documents or working papers (or copies thereof or extracts therefrom) or samples of any biological or pharmaceutical products except, in any case, as may be specifically approved by Connaught or be specifically required in the course of his employment by Connaught.
2. The undersigned agrees that all discoveries, methods, products, improvements or formulae with which the undersigned may be involved in any manner during the term of his employment by Connaught and in any way relating to the business or businesses of Connaught are the sole, exclusive and absolute property of Connaught and the undersigned will forthwith upon becoming so involved with any such discovery, method, product, improvement or formula, fully and freely disclose the same to Connaught and shall, when so requested by Connaught, execute all documentation as may be required by Connaught to fully and effectively vest in Connaught the property rights in any such discovery, method, product, improvement or formula. The undersigned hereby acknowledges and agrees that any such discovery, method, product, improvement or formula shall constitute confidential information or trade secrets relating to the business or businesses of Connaught and shall be subject to the provisions of paragraph 1 hereof.
3. Any provision of either paragraph 1 or 2 hereof which is determined to be void and unenforceable shall be severable from all other provisions thereof and shall not be deemed to affect or impair the validity of any such other provisions.
4. The undersigned hereby agrees that all covenants contained herein are reasonable and valid and waives all defences to the strict enforcement thereof by Connaught.
5. The undersigned acknowledges that a violation of any of the provisions of these presents will result in immediate and irreparable damage to Connaught and agrees that in event of such violation Connaught shall, in addition to any other right or relief, be entitled to equitable relief by way of temporary or permanent injunction and to such other relief that any court of competent jurisdiction may deem just and proper.
6. The provisions hereof, where the context so permits, shall enure to the benefit of the successors and assigns of Connaught and shall be binding upon the heirs, legal personal representatives and assigns of the undersigned.
7. The undersigned hereby acknowledges that he/she has read the foregoing and understands the implications thereof and acknowledges receipt of a duly executed copy of the presents.

IN WITNESS WHEREOF these presents have been executed by the undersigned  
this second day of November, 1992

SIGNED, SEALED & DELIVERED  
in the presence of

